

Prepared by:
Bass, Berry & Sims PLC (JTS)
MS Bar # 103080
100 Peabody Place, Suite 900
Memphis, Tennessee 38103
(901) 543-5900

Return to:
Bass, Berry & Sims PLC (JTS)
MS Bar # 103080
100 Peabody Place, Suite 900
Memphis, Tennessee 38103
(901) 543-5900

Indexing Instructions: Southwest quarter of Section 25, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi

THIRD MODIFICATION AND EXTENSION AGREEMENT

PARTIES:

First Alliance Bank
ATTN: David Gross
4700 Poplar Ave. Suite 100
Memphis, TN 38117
(901) 202-0312

Danver's LLC
ATTN: John Golan
936 Vivien Leigh Lane
Collierville, TN 38017
(901) 238-1976

THIS THIRD MODIFICATION AND EXTENSION AGREEMENT ("Agreement") dated this 29th day of February, 2012 by and among FIRST ALLIANCE BANK, a Tennessee banking association, Memphis, Tennessee ("Bank"), DANVER'S, LLC, a Tennessee limited liability company ("Borrower"), and John Golon, Jr. ("Guarantor").

RECITALS:

A. Borrower is indebted to Bank for certain sums, including a loan in the original principal amount of \$3,100,000.00 (the "Real Estate Loan"), with a principal balance of \$2,558,303.10, as evidenced by that certain Promissory Note dated December 10, 2004 executed by Borrower in favor of the Bank in the maximum principal amount of \$3,100,000.00, as modified and extended by that certain Loan Modification Agreement dated January 11, 2007 (the "Real Estate Note"), and a loan in the original principal amount of \$275,670.30 (the "Equipment Loan"), with a principal balance of \$327,805.00, as evidenced by that certain Multipurpose Note and Security Agreement dated October 18, 2006 executed by Borrower in favor of the

Bank in the maximum principal amount of \$275,670.30, as modified, extended and increased by that certain Modification, Extension, Change in Terms Agreement dated April 1, 2008 (the "Equipment Note").

B. The Real Estate Note is secured by, among other things, (i) a Tennessee Deed of Trust, Assignment of Leases and Rents and Security Agreement from Borrower in favor of Bank, dated December 10, 2004 ("Union/Kirby Pkwy/Stage Rd.") and recorded as **Instrument Number 04206249** in the Shelby County, Tennessee Register's Office (the "Register's Office"), (ii) a Mississippi Deed of Trust, Assignment of Leases and Rents and Security Agreement dated December 10, 2004 ("Goodman Rd.") and recorded in **Book 2140, at Page 474** in the Office of the Chancery Clerk of DeSoto County, Mississippi (the "Clerk's Office"), (iii) a Correction Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement dated December 10, 2004 ("Perkins/Germantown Pkwy") and recorded as **Instrument Number 05012814** in the Register's Office and (iv) a Leasehold Deed of Trust Security Agreement and Assignment of Leases dated October 31, 2008 ("Olive Branch") and recorded in **Book 2964, Page 456** in the Clerk's Office (Union/Kirby Pkwy/Stage Rd., Germantown Pkwy and Olive Branch are together with any extensions, modifications and/or renewals thereof, herein collectively referred to as the "Security Instrument").

C. Pursuant to that certain Amended and Restated Promissory Note dated October 31, 2008 in the original amount of \$2,930,000.00 (together with any amendments, extensions, modifications, replacements and/or renewals thereof, or any part thereof, the "Amended Note"), Bank consolidated, amended, and extended the Real Estate Loan and the Equipment Loan, as well as extend additional credit (together with any extensions, modifications and/or renewals thereof, herein referred to as the "Amended Loan") all as set forth in that certain Consolidation, Modification and Extension Agreement by and among Bank, Borrower and Guarantor dated October 31, 2008 and recorded in the Register's Office as **Instrument Number 08145421**.

D. The Borrower sold the Goodman Road Property and the Bank released the Goodman Rd. Deed of Trust by Release recorded June 3, 2010 at **Book 3174, Page 645** in the Clerk's Office and modified the Amended Loan and Note as set forth in that certain Second Modification and Extension Agreement filed with the Clerk's Office June 30, 2010 at **Book 3182, Page 587**. Borrower closed the Perkins Property. Neither Perkins nor Goodman Road are part of the Security Instrument.

E. The Parties now desire to refinance and increase the amended Loan to \$2,600,000.00 and extend the maturity date to February 5, 2017.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing, and the extension of the maturity date of the Amended Note as hereinabove set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Second Amended Loan. Pursuant to the Second Amended and Restated Loan Agreement, the Amended Loan balance of \$1,561,273.97 is hereby increased to \$2,600,000.00 as evidenced by that certain Second Amended and Restated Promissory Note of even date ("Second Amended Note").

2. Maturity Date. The parties hereby extend the maturity date of the Amended Loan to February 5, 2017 as set forth on the Second Amended Note.

3. Security Instruments. The parties hereby agree that the lien and security title of the Security Instruments are increased and extended as modified hereby and pursuant to that certain Second Amended

and Restated Security Agreement of even date, and further until the expiration of any applicable period of limitations thereafter, during which time the lien and security title of the Security Instruments shall secure payment of (and the term "Secured Indebtedness" and "Indebtedness" as defined in the Security Instruments shall include without limitation) the amounts outstanding as evidenced by the Second Amended Note, including but not limited to, all principal and interest, and any and all modifications, amendments, replacements, renewals and extensions thereof, or of any part thereof, and any other amounts that may be due and owing pursuant to the terms of the Second Amended Note, Security Instruments, Second Amended Loan Agreement, any guaranties, and any obligations of Borrower to Bank pursuant to the Loan Documents (as defined in that certain Second Loan Agreement).

4. Borrower's Representations and Warranties. Borrower represents and warrants to the Bank that Borrower is a Tennessee limited liability company, duly formed and validly existing under the laws of the State of Tennessee, and no proceeding is pending for the dissolution or annulment of Borrower, and all license and franchise taxes due and payable by Borrower have been paid in full. Borrower has the full power and authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement by Borrower (i) have been duly and validly authorized by all necessary action on the part of Borrower, (ii) do not conflict with or result in a violation of Borrower's organizational documents or any judgment, order or decree of any court or arbiter in any proceeding to which Borrower is a party, and (iii) do not conflict with or constitute a material breach of, or constitute a material default under, any contract, agreement or other instrument by which Borrower is bound or to which it is a party.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of any assignee and the respective heirs, executors, administrators, successors and assigns of the parties hereto.

6. Agreement Controlling. Borrower agrees that in the event of any inconsistencies between the terms and provisions of this Agreement and the terms and provisions of the Loan Documents, the terms and provisions of this Agreement shall govern.

7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but all of which, taken together, shall constitute one and the same instrument.

8. Final Agreement. This written agreement represents the final agreement among Borrower, the Guarantor and the Bank and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements between Borrower, the Guarantor and the Bank. There are no unwritten agreements among Borrower, the Guarantor and the Bank.

9. Acknowledgement and Agreement of Guarantor. Guarantor hereby joins in this Agreement as guarantor of the Second Amended Note to acknowledge and agree to the modifications and extension of the Amended Loan pursuant to the Second Amended Loan Agreement and Second Amended Note and to guarantee the obligations of Borrower under the Second Amended Note and the Amended Loan Documents.

[Signatures Follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Borrower:

DANVER'S, LLC

By: _____

John Golon, Jr.

Title: Chief Manager

Bank:

FIRST ALLIANCE BANK

By: _____

David D. Gross

Title: Senior Vice President

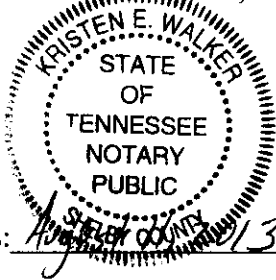
Guarantor:

John Golon, Jr.

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, KRISTEN WALKER, Notary Public of the state and county aforesaid, personally appeared JOHN GILSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her/himself to be MANAGER (or other officer authorized to execute the instrument) of DANVER'S, LLC, the within named bargainor, a Tennessee limited liability company, and that s/he as such MANAGER, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by her/himself as MANAGER.

WITNESS MY HAND AND SEAL, this 29th day of February, 2012.



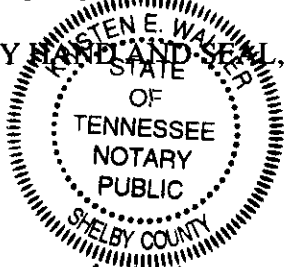
Kristen E. Walker
Notary Public

My Commission Expires: August 11, 2013

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, KRISTEN WALKER, Notary Public of the state and county aforesaid, personally appeared JOHN GROSS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her/himself to be president (or other officer authorized to execute the instrument) of FIRST ALLIANCE BANK, the within named bargainor, a national banking association, and that s/he as such S.R. VP, executed the foregoing instrument for the purpose therein contained, by signing the name of the Bank by her/himself as S.R. VP.

WITNESS MY HAND AND SEAL, this 29th day of February, 2012.



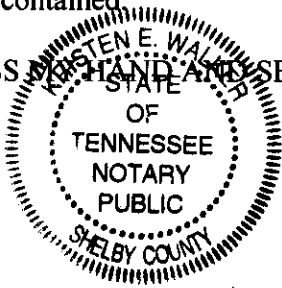
Kristen E. Walker
Notary Public

My Commission Expires: August 11, 2013

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, KRISTEN WALKER, Notary Public of said county, JOHN GOLON, JR., the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL, this 29th day of February, 2012.



Kristen E. Walker
Notary Public

My Commission Expires: August 11, 2013

10509449.2